

MCDONNELL DOUGLAS

McDonnell Douglas Realty Company

September 27, 1996
MDRC-SMS-188
Hand Delivered

Robert Espinosa
CST Environmental, Inc.
2100 East Via Burton Street
Anaheim, California 92806

RE: Phase I Asbestos Abatement & Demolition

Dear Robert:

We refer to that certain Phase I Remediation and Demolition Contract between our companies dated September 5, 1996. In accordance with the agreement reached by the parties the following provisions of the Contract shall be amended to read:

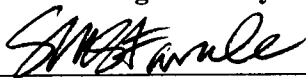
Article 4: Section 4.1 After the word "invoicing" add the following new sentence: The Contractor shall satisfy the Owner's reasonable lien waiver requirements as condition precedent to Progress Payments disbursement by Owner.

Article 17: Section 17.2 Add new sentence at the end of the existing paragraph after the word "Documents": In all instances, the Contractor's insurance coverage shall remain primary.

Exhibit N: Paragraph 12: After the word "contract" add the following new sentence: Notwithstanding the foregoing, all concrete floor slab in Building 37 shall removed by the Contractor at no additional cost to Owner regardless of the thickness of the slab.

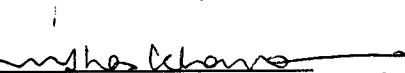
All other provisions of the Contract not specifically amended hereby shall remain unchanged.

McDonnell Douglas Realty Company

By: 
Project Manager

AGREED AND ACCEPTED:

CST Environmental, Inc.

By: 

Title: Brenda

Date: 10/1/96

RECEIVED

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